

AVI Foodsystems, Inc. and Bakery, Confectionery & Tobacco Workers' International Union, Local 57, AFL-CIO-CLC, Petitioner. Case 9-RC-17019

May 14, 1999

DECISION ON REVIEW AND ORDER

BY MEMBERS LIEBMAN, HURTGEN, AND BRAME

On February 27, 1998, the National Labor Relations Board granted the Employer's request for review of the Regional Director's Decision and Direction of Election (pertinent portions are attached as an appendix) solely with respect to whether the petitioned-for single-facility unit is appropriate.¹ No briefs on review were filed.

The Board has delegated its authority in this proceeding to a three-member panel.

Having carefully reviewed the entire record, we affirm the Regional Director's finding that a single-location unit of cafeteria workers employed by the Employer at the Operations center cafeteria located at the Defense Supply Center, in Columbus, Ohio, excluding cafeteria workers employed by the Employer at the officer's club, is *an* appropriate unit. We find, for the reasons set forth in the Regional Director's decision, that the petitioned-for single-location unit is presumptively appropriate; that the Employer has failed to meet its burden to introduce relevant affirmative evidence to rebut the presumption;² and that, therefore, the petitioned-for single-location unit of the Employer's operations center cafeteria workers is appropriate for bargaining.

In affirming the Regional Director, we note that the record belies the Employer's assertion in its request for review that it introduced extensive evidence of frequent and regular employee transfers between the operations center and the officer's club, which are located less than a mile apart. The Employer introduced two exhibits. One exhibit listed five operations center employees temporarily transferred to the officer's club on nine separate occasions between December 1996 and November 1997. The other exhibit listed three officer's club employees temporarily transferred to the operations center on five separate occasions between October 1996 and January 1997. We note, however, that two of those transfers occurred during the week ending October 12, two others occurred during the week ending January 25, and that no transfers from the officer's club to the operations center occurred during the year preceding the hearing on January 13, 1998. Similarly, no transfers from the operations center to the officer's club occurred between early December 1996 and mid-May 1997, a gap of more than 6 months, or between mid-May and mid-August 1997, a gap of 3 months.

¹ In all other respects, the request for review was denied. The election was held on February 27, 1998.

² *J&L Plate, Inc.*, 310 NLRB 429, 429 (1993).

More important, the Employer's regional manager testified that although the two exhibits reflected every temporary transfer between the two facilities, the "Week Ending" entry beside each temporarily transferred employee's name established nothing more than that the employee worked at the other facility for some portion of that week. Indeed, the regional manager conceded that he could not tell from the exhibits, and had no independent knowledge of, the type of work performed by the transferred employee; the duration of the transfer, whether 1 day or several days; or the hours actually worked, whether 1 or 40. Moreover, as the Regional Director observed, given the regional manager's testimony and the undisputed fact that the operations center cafeteria and the officer's club have significantly different hours of operation, the Employer's exhibits might reflect nothing more than that the transferred employees worked outside their regular hours and on weekends.³

Further, with respect to the question whether the operations center cafeteria manager, an admitted supervisor, exercises local autonomy concerning day-to-day supervision and direction of employees,⁴ the record evidence does not support the Employer's contention that the manager is a mere conduit for decisions that are made at a higher, centralized level. Thus, it is undisputed that the operations center cafeteria manager has overall financial and operational responsibility for that facility, which is a separate profit-and-loss center, and that the responsibility of the officer's club manager is similarly limited to her facility. The operations center manager conducts initial employment interviews and makes hiring recommendations; determines the level of staffing, and recommends whether to hire additional permanent or temporary employees; determines and assigns an appropriate number of cafeteria workers to each work station, and determines if overtime is necessary; evaluates employees semiannually and recommends wage increases or other rewards; recommends promotions, transfers, layoffs, and recalls; schedules and approves vacations and days off; corrects, approves, and processes employee timecards, and docks tardy employees; resolves employee complaints; and plays a significant role in the discipline of employees, deciding whether to impose discipline at all and recommending the degree of discipline, from a verbal warning to discharge. In these circumstances, we agree with the Regional Director that the immediate supervision and day-to-day concerns of the operations cen-

³ For example, one employee who was permanently assigned to the operations center cafeteria, which operates between 6 a.m. and 2 p.m., Monday-Friday, worked extra hours nearly every Sunday for a year at the officer's club, which operates 7 days a week between 11 and as late as 2:30 a.m., when the bar must close. This is consistent with the Employer's policy of permitting cafeteria employees to earn overtime pay by voluntarily working at the officer's club on their days off.

⁴ *J&L Plate, Inc.*, *supra*.

ter employees are separate and autonomous from those of the officer's club employees.

In sum, contrary to the Employer, we agree with the Regional Director that the evidence introduced by the Employer failed to rebut the presumption that the petitioned-for operations center cafeteria unit is an appropriate unit for collective bargaining.

ORDER

The Regional Director's Decision and Direction of Election is affirmed, and the case is remanded for further appropriate action.

APPENDIX

REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

The Employer, a corporation headquartered in Warren, Ohio, is engaged in the business of providing food and beverage services at numerous locations throughout a multistate area, including the State of Ohio. The only operations of the Employer involved in this proceeding are its four cafeterias located in Columbus, Ohio, on the premises of the Defense Supply Center, Columbus (DSCC), an installation owned by the Federal Government. The Employer operates these facilities under a contract with the United States Government which owns the physical facilities. The four cafeteria-style facilities are known as the defense financial accounting systems cafeteria or DFAS, the main cafeteria, the operations center or Building 20 cafeteria (the operations center), and the officer's club. Employees at the DFAS and main cafeterias have been represented by the Hotel Employees and Restaurant Employees, Local 12 (H.E.R.E. Local 12), since sometime between January 1991 and July 1992 when it merged with the then incumbent collective-bargaining representative H.E.R.E. Local 70. The record reflects that H.E.R.E. Local 70 had represented the employees at these locations for several years in collective-bargaining relationships with the Employer and its predecessor.

(a) Factual summary-unit scope

The Petitioner seeks to essentially represent a unit comprised of approximately 17 full-time and regular part-time cafeteria workers, including all cashiers, food servers, cooks, dishwashers and general help, employed at the Employer's building 20 (operations center) on the premises of the DSCC, excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act. On the other hand, the Employer contends that the smallest appropriate unit must include its officer's club employees in addition to its employees employed at the operations center. The Petitioner expressed a willingness to proceed to an election in any unit found appropriate.

The Employer's four cafeteria operations are all separated from each other by about a mile or less. The operations center and the officer's club are about one-half mile apart. All four operations are located on the premises of the DSCC, a United States defense installation. Access to all four facilities is obtained by passing through one of several secured gates at the perimeter of the installation through which all ingress and egress proceed. Mark Coleman is the manager of the operations center and the main cafeteria. Tara Stemen is the manager for the officer's club and Douglas Dyal is the manager of

the DFAS cafeteria. The cafeteria managers report directly to District Manager Scott Boles, one of two district managers in the Columbus area, and Boles reports to Regional Manager Robert Raymond. Raymond is responsible for about 60 cafeteria style operations, 19 of those in the Columbus area. Raymond reports to John Payiavalis, the owner of the Employer, who is based out of the Employer's corporate offices in Warren, Ohio. It is not clear from the record precisely where Boles and Raymond have their offices, although Raymond testified that he principally works out of the Employer's Columbus branch. The operations center and the officer's club also employ employees designated as assistant managers. There are no assistant managers employed at the DFAS and main locations. Latonia Richardson and Anthony McCallister are the assistant managers at the operations center and Doris Queen, Don White, and Eric Hupka are the assistant managers at the officer's club.

The operations center is normally open for breakfast and lunch and offers services between the hours of 6 a.m. to 2 p.m., Monday through Friday. The operations center food service operation principally services Federal government civilian employees and military personnel in a cafeteria style environment utilizing disposable plates, utensils and paper napkins. No alcoholic beverages are served at the operations center cafeteria. The officer's club is normally open for lunch and dinner providing services from 11 a.m. to about 9 or 10 p.m. The officer's club also has two separate bar areas and services customers as late as 2:30 a.m. to serve alcoholic and nonalcoholic beverages, providing there are sufficient patrons to warrant remaining open. With regard to food service, the officer's club serves military officers and their spouses in a "sit down" restaurant environment with china, silverware and linens.

There are approximately 18-20 employees employed at the officer's club, including the three assistant managers. The remaining employees include three cooks, six cafeteria workers, four waiters/waitresses, and two bartenders. There are about 17 employees employed by the Employer at the operations center, including the 2 assistant managers. The remaining employees consist of a single cook and about 14 cafeteria workers. The record establishes that the employees sought by the Petitioner at the operations center are paid in a range from about \$6.25 an hour to approximately \$8 an hour. The assistant managers, who are salaried, are paid about 10 percent more than the next highest paid employees. Most of the officer's club employees are paid within the same hourly range as the employees at the operations center. The waiters/waitresses at the officer's club receive a lower hourly rate, approximately \$5.45 an hour. However, employees in that classification as well as bartenders receive tips from customers. Two of the assistant managers at the officer's club are salaried and earn about 10 percent more an hour than the next highest paid employees while the third assistant manager at the officer's club is paid on an hourly basis within the same range as the other hourly employees. All of the employees at the operations center and the officer's club receive the same fringe benefits, including the assistant managers.

The Employer's work rules, disciplinary procedures, wage ranges, and other policies for its nonunion operations are established and determined at its corporate office in Warren. Payroll and fringe benefits are administered from the corporate office. Additionally, all personnel records are maintained at the corporate office, including disciplinary records. The Employer's benefits department is located at the corporate office and is

responsible for the administration of life and health insurance plans and for the negotiation and administration of over 60 collective-bargaining agreements.

The Employer utilizes four types of discipline: oral warning, written warning, suspension, and discharge. Each cafeteria manager has the initial authority over the employees in his or her operation to decide whether any form of discipline will be issued. An example of this authority is determining whether an employee should be disciplined for calling off sick. The cafeteria managers make recommendations for disciplinary action to District Manager Boles, who has final authority to approve oral or written warnings. If Boles concurs with the cafeteria manager's recommendation regarding a suspension or a discharge, he passes that recommendation on to Regional Manager Raymond for final approval. Cafeteria managers have the authority to make certain promotions at their respective locations and have the authority to recommend other types of promotions to Boles and Raymond. Cafeteria managers also recommend other types of personnel actions, including the hiring of employees on a permanent or temporary basis, lay off and recall of employees, wage increases, and rewards. With respect to hiring, they conduct employment interviews with applicants drawn from a single hiring pool for the four food service operations at the DSCC. They evaluate employees' job performance and may resolve grievances. Cafeteria managers are also responsible for payroll and timekeeping functions, including correcting timecard errors, docking employees for tardiness or other absences, and processing the information from timecards and transmitting that information to the Employer's corporate offices resulting in the generation of paychecks.

In addition to the above, cafeteria managers are responsible for determining the number of employees who work at a particular station on a given day. Additionally, the managers determine the scheduling of employees by assessing whether overtime work is necessary, by approving and scheduling vacations, by approving a day off work and by determining whether to recommend approval for a leave of absence. Cafeteria managers have their own offices equipped with a desk and a telephone. They are responsible for keeping track of inventory, ordering food for their specific operation, and they have overall financial responsibility for the operation. Although Cafeteria Manager Coleman has responsibility for two cafeterias, he is normally present at the operations center for all but approximately 1 hour of its normal daily operation. Cafeteria Manager Stemen normally is present at the officer's club from about 10 a.m. to between 10 p.m. and midnight. Stemen may remain at work until closing if a function is in progress and more than one employee is still working.

The record reflects that there has been some temporary and permanent employee interchange between the operations center and the officer's club. The record does not disclose the extent to which interchange may have occurred between the operations center and the officer's club and the two other food service operations at the DSCC. With regard to temporary interchange between the operations center and the officer's club, the Employer submitted documentation that for a 1-year period ending November 30, 1997, five employees who are permanently employed at the operations center worked at least some part of a weekly period at the officer's club. One of these five employees worked at the officer's club for some part of 3 weeks and a second worked at that location for some part of 2 weeks. The record does not disclose whether these employees

worked at the officer's club for an hour, a day, or for the entire week, and it is unclear whether these employees worked at the officer's club during the regular operating hours of the operations center or if they worked there after hours and on weekends. However, there was testimony that it is the Employer's policy to permit operations center employees to earn overtime pay by volunteering to work at the officer's club on their off days, Saturdays and Sundays. In this connection, the record further discloses that one other employee permanently employed at the operations center worked at the officer's club nearly every Sunday for a large part of calendar year 1997 through the first part of January 1998. The Employer also submitted documentation that for a 14-month period ending November 30, 1997, three employees who are permanently employed at the officer's club worked at least some part of a weekly period at the operations center. One of these three employees worked at the operations center for some part of 3 weeks. Two of these five documented instances of temporary interchange occurred during the week ending October 12, 1996, near the beginning of the documented timeframe. However, the record does not disclose the fraction of the weekly period worked by these employees at the operations center or if this work was in addition to their regular hours at the officer's club. Significantly, there is no evidence that any employee has been scheduled to work between the two operations as part of a normal or regular schedule. In fact, it appears that temporary interchange was mandated on only one occasion, Thanksgiving Day 1997, when one or more operations center employees were required to work at the officer's club. The operations center was closed at the time.

In addition, temporary interchange may occur when the officer's club hosts an event at the operations center for the military "brass." This occurs approximately on a quarterly basis with the exception of several such events held in proximity to the July 1996 opening of the operations center. It appears for the most part that food for these events is prepared at the officer's Club and transported to the operations center. In addition to military functions, the record discloses that officer's club employees may also work at the operations center when smaller civilian functions are conducted. It is unclear on the record, however, how often these types of functions are held and how often they require the officer's club to supply the operations center with employees and/or supplies.

With regard to permanent interchange between the operations center and the officer's club, the record discloses that three employees transferred between the two locations in approximately the last 18 months. Two of these employees transferred from the officer's club to the operations center at or near the time of its July 1996 opening. The third employee transferred from the officer's club to the operations center and then back to the officer's club. The record does not disclose the duration of this employee's employment at the operations center. All of these permanent transfers appear to have been of a voluntary nature.

The record demonstrates that all four of the Employer's DSCC food service operations operate independently of each other on a day-to-day basis and each constitute a separate profit-and-loss center for operational purposes. However, when the need arises, one operation, as previously noted, may host an event for another facility. Additionally, one operation may from time to time cook food to be served at another facility.

(b) Conclusion as to unit scope

Based on the foregoing, the entire record and careful review and consideration of the arguments of the parties at the hearing and in their briefs, I find that the unit sought by the Petitioner limited to the Employer's employees who work at its Operations center on the DSSC military base in Columbus, Ohio, is appropriate for purposes of collective bargaining. In reaching this decision, I note that "there is nothing in the statute which requires that the unit for bargaining be the *only* appropriate unit, or the *ultimate* unit or the *most* appropriate unit; the Act only requires that the unit be appropriate." *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950). Moreover, the unit sought by the petitioning labor organization is always a relevant consideration and a union is not required to seek representation in the most comprehensive grouping of employees unless an appropriate unit compatible to that requested does not exist. *Overnite Transportation Co.*, 322 NLRB 723 (1996); *Lundy Packing Co.*, 314 NLRB 1042, 1043 (1994); *Purity Food Stores*, 160 NLRB 651 (1966). Although other combinations of the Employer's employees may also be appropriate for collective bargaining, I am faced only with the issue of whether the cafeteria employees who work in building 20 constitute an appropriate unit. *Overnite Transportation Co.*, supra.

In determining the scope of the unit in this case, I am also mindful that it is well established that a single-facility unit is presumptively appropriate unless the employees at such facility have been merged into a more comprehensive unit by bargaining history or else have been so integrated with employees in another location to cause the single facility to lose its separate identity. *Kent Plastics Corp.*, 183 NLRB 612 (1970); *Dan's Star Market*, 172 NLRB 1393, 1395 (1968); *Renzetti's Market*, 238 NLRB 174 (1978). Moreover, the party challenging the appropriateness of a single-facility unit has the burden of rebutting the presumption. *Red Lobster*, 300 NLRB 908, 910-911 (1990); *Renzetti's Market*, supra.

Although the presumption that a single-facility unit is appropriate may be rebutted, the party challenging the presumption "must be able to show that the day-to-day interests of the employees at the single location have merged with those of the employees at the other locations." *Renzetti's Market*, supra at 175. See also *Haag Drug Co.*, 169 NLRB 877 (1968). To determine whether the presumption has been rebutted, the Board examines the collective-bargaining history; control over daily operations and labor relations, including the extent of local autonomy; similarity of employees' skills, functions and working conditions; degree of employee interchange; and distance between the various locations. *J&L Plate, Inc.*, 310 NLRB 429 (1993), citing *Esco Corp.*, 298 NLRB 837, 839 (1990).

In weighing the factors relied on by the Board, I recognize that the instant case presents a close question as to whether the presumption of the requested single facility unit has been rebutted. Certainly, there are factors present in this case which militate in favor of compelling that the employees who work in the operations center be combined with those who work in the cafeteria at the officer's club in a single unit. Initially, the Employer's food service operations at the DSSC installation, including the cafeterias at the operations center and the officer's club which are currently unrepresented, are integrated and administratively centralized. The operational procedures and personnel policies are applicable to all facilities. The purchasing, distribution of inventory and promotional policies are es-

tablished by corporate headquarters and administered by the Employer's regional manager, Robert Raymond, and the district manager, Scott Boles. In addition, the wage range, hours of employment, and fringe benefits for all unrepresented employees are established corporatewide. Moreover, it appears that hiring decisions, work rules and disciplinary policies affecting both facilities in issue here are established by Raymond, Boles or corporate headquarters. The record further discloses that there have been approximately 14 temporary employee transfers between the two facilities as well as the use of employees from the officer's club to the operations center during special events. There also have been four permanent transfers involving three employees between the two facilities during the past 18 months. I am also mindful that the facilities involved are located in the same complex and are only approximately a half mile apart. Moreover, the employees at two other cafeterias operated by the Employer in the same complex are represented by a different labor organization and if a single-facility unit is found appropriate here, it is conceivable that the Employer could be forced to bargain with three different unions in three separate units of cafeteria employees. Finally, I note that the skills and functions of the employees in all the cafeterias are similar.

In contrast to the cited instances of uniform control, there are, however, significant factors which support a finding that the single-facility unit sought by the Petitioner is appropriate. Thus, although the two unrepresented facilities are only approximately a half mile apart, the record discloses that each operation is located in a separate building with a significant degree of autonomy. For example, each facility has a cafeteria manager and neither manager has any responsibility or authority over the other facility. The individual cafeteria managers have authority to recommend promotions, resolve employee grievances, at least at the first level, and are apparently responsible for evaluating employees. The respective cafeteria managers apparently do not have the authority to independently hire employees; however, they conduct interviews and recommend hiring. Cafeteria managers can also recommend wage increases and have the authority to correct employee time cards. The individual managers apparently do not have the independent authority to discharge employees but may impose other types of discipline.

The employees of the two cafeterias report to and punch a timeclock at their respective facilities. There is, as previously noted, some evidence of employee interchange but, on close examination, it does not appear to be very significant. For instance, the permanent transfers appear to have been on a voluntary basis. With respect to the temporary employee interchange, the record discloses that temporary transfers are infrequent and it appears that some of these "transfers" take place at times when the affected employees are not scheduled to work at their assigned location. Although the wage range for employees are uniform corporatewide, a number of the employees assigned to the officer's club are entitled to tips which employees at the operations center do not receive. Each facility operates as a financially independent unit and is responsible for their own profits and losses. The hours of operation of the two facilities differ with the officer's club being open from 11 to 2:30 a.m. and the operations center from 6 a.m. to 2 p.m. Moreover, the officer's club, unlike the operations center, serves meals to order, offers alcoholic beverages and employs

bartenders. Finally, employees at the two facilities wear different type of uniforms.

Having carefully considered and weighed all the factors supporting the positions of the respective parties, I am convinced, on balance, that the record evidence in the instant case is not sufficient to rebut the strong presumption that a single-facility unit is appropriate for the purposes of collective bargaining. In this regard, I am mindful that the Board has recognized that it is common in retail chain operations for there to be a considerable degree of centralized administration and integration of operations. *Angeli's Super Value*, 197 NLRB 85 (1972). Such a circumstance is not considered a "primary factor" in the consideration of single facility units in this industry. *Renzetti's Market*, supra at 175; *Bud's Thrift-T-Wise*, 236 NLRB 1203 (1978). Moreover, uniform wages and fringe benefits and interdependence of facility operations are not controlling in determining the appropriateness of a single-facility unit. *Renzetti's Market*, supra. Nor is the fact that the facilities are located in reasonably close proximity entitled to much weight in considering whether the presumption of a single-facility unit has been rebutted. *Esco Corp.*, supra; *Passavant Retirement & Health Center*, 313 NLRB 1216, 1218 (1994). Likewise, the fact that the Employer's cafeteria employees at several locations could conceivably be represented by different labor organizations is not sufficient to overcome the appropriateness of a single-facility unit. Indeed, there is no statutory prohibition or Board policy, except in the health care industry, regarding proliferation of bargaining units. In determining the appropriateness of a single-facility unit, the most significant consideration is whether the control of the day-to-day working conditions is separate and autonomous from any other facility. *Renzetti's Market*, supra; *Purity Supreme, Inc.*, 197 NLRB 915, 917 (1972); *Haag Drug Co.*, supra. See also *Angeli's Super Value*, supra. In this regard, it is the separate supervision at each facility which is controlling. *Renzetti's Market*, supra at 176. In the instant case, it is apparent that the immediate supervision and day-to-day concerns of the employees who work at the cafeteria in building 20 are separate and autonomous from those of the employees who work at the officer's club. The fact that the individual cafeteria managers report to and are controlled by the same corporate officials does not require a different result. *P & C (Cross Co.)*, 228 NLRB 1443 (1977); *Buehler's Food Markets*, 232 NLRB 785 (1977). Similarly, the interchange of employees between the two facilities involved here does not rebut the presumption that a single facility unit is appropriate. The record discloses, as previously noted, temporary interchange of employees occurs infrequently and it appears that such temporary transfers consist, for the most part, of employees not scheduled to work at their primary location accepting assignments to the other facility. This limited interchange and transfer of employees do not overcome the presumption that a single-facility unit is appropriate. Indeed, such interchange and transfer of employees "are entitled to less weight in . . . determinations as to unit scope, inasmuch as it cannot be said that they contribute significantly to the cohesiveness of multi-location unit." *Bud's Thrift-T-Wise*, 236 NLRB at fn. 6. See also *Red Lobster*, supra; *Renzetti's Market*, supra at 175. To the extent that the employees' skills and functions are similar at the two facilities, I note that such factors are accorded little weight in rebutting the presumption that a single facility unit is appropriate in retail situations where, as here, the employees are subject to direct supervision from a local manager. *Empo-*

rium-Capwell, 273 NLRB 621 (1984); *Red Lobster*, supra; *Renzetti's Market*, supra. Finally, there is no bargaining history among the employees at the two facilities in issue and no labor organization seeks to represent the employees on a broader basis. *Renzetti's Market*, supra at 176.

The cases cited by the Employer in its brief in support of its position do not require a contrary result. In support of its position that centralization of management and lack of facility autonomy renders the requested single-facility unit inappropriate, the Employer primarily relies on *Queen City Distribution Co.*, 272 NLRB 621 (1984). Although at first glance, *Queen City* appears to lend some support to the Employer's position, it is distinguishable in certain critical aspects. In *Queen City*, unlike here, the facilities involved were managed almost entirely by the two co-owners who established and made all significant decisions affecting the business. Moreover, merchandise was centrally received and transferred between the stores and there was substantial temporary employee interchange on a regular basis. Here, the Employer is a large corporation, although apparently owned by a single individual, operating numerous profit center cafeterias throughout the country and, as previously noted, local managers have considerable discretion in the day-to-day operation of the facility to which they are assigned.

The other cases cited by the Employer, *Nakash, Inc.*, 271 NLRB 1408 (1984); *ITT Continental Baking Co.*, 231 NLRB 326 (1977); and *Super X Drugs of Illinois*, 233 NLRB 1114 (1997), in support of its position that the lack of local autonomy rebuts the single facility unit, are distinguishable. In *Nakash*, all the facilities were supervised out of the employer's corporate offices by roving managers. In *ITT Continental Baking Co.*, there was no one at the individual thrift stores who possessed any supervisory authority and there was a bargaining history between the parties on a broader basis for the employer's other branch employees. In *Super X Drugs*, the stores were identical and sold the same products pursuant to centralized advertising and pricing. Moreover, there were over 40 temporary transfers in a 14-month period and the individual store managers' control over any personnel matters was severely circumscribed by the authority retained by the district manager. Here, the cafeteria managers have substantial control over the day-to-day operations of the facilities to which they are assigned and the two cafeterias in issue operate as separate profit centers serving a different food product to a different clientele.

Similarly, the Employer's reliance on *Super X Drugs of Illinois*, supra, in support of its position that employee interchange between the two facilities involved rebut the appropriateness of a single facility unit is misplaced. In *Super X Drugs*, there were in excess of 40 instances of temporary employee interchange among the facilities during the preceding 14-month period. Here, the record discloses that the interchange of employees between the two facilities was insignificant and it appears that many of the "temporary transfers" occurred when employees worked at the facility to which they were not permanently assigned on their off hours or for special events. Consequently, the type of temporary employee transfers that took place in this case are more akin to the employee interchange in *Renzetti's Market, Inc.*, rather than in *Super X Drugs*.

Likewise, *Charrette Drafting Supplies Corp.*, 275 NLRB 1294 (1985), cited by the Employer in support of its position that the similarity of the skills and functions of the employees at the two cafeterias here rebut the presumption of a single

facility unit, is inapposite. Initially, the employees in the instant case perform a different type function, inasmuch as the employees at the operations center serve cafeteria-type food while those at the officer's club serve meals at the request of the customers. More importantly, however, in *Charrette Drafting*, there were other factors present that rebutted the presumption of a single facility unit. In *Charrette Drafting*, unlike here, there was substantial temporary employee interchange and lower level supervision was common for all employees at the two facilities involved.

Finally, *Super X Drugs of Illinois*, supra, and *Eastman Interiors, Inc.*, 273 NLRB 610 (1984), relied on by the Employer, do not support its position that the close geographic proximity of the two cafeterias here rebuts the presumption of a single-facility unit. The geographical proximity of the facilities involved is merely a factor considered in determining whether the

presumption of a single facility unit has been rebutted and is not controlling of such determination. *Esco Corp.*, supra at 839. In both *Super X Drugs* and *Eastman*, there were other factors, absent in the instant case, which the Board relied on in finding that the presumption in favor of a single-facility unit had been rebutted.

For all the foregoing reasons, although recognizing that the scope of the unit is a close issue, I find that the record evidence is not sufficient to rebut the presumption favoring a single facility unit which the Petitioner seeks to represent in this case. *Renzetti's Market, Inc.*, supra; *Dan's Star Market*, supra; *Haag Drug Co.*, supra; *Purity Supreme, Inc.*, supra. Accordingly, I shall direct an election among the employees employed by the Employer at its cafeteria located at the operations center at the DSCC installation in Columbus, Ohio.